Case No. 04-44643 RJK Chapter 13

In Re:

Roger Alan Strandmark and Arlene F. Strandmark.

Debtors.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

- TO: Debtors Roger Alan Strandmark and Arlene F. Strandmark; their attorney William A. Vincent; United States Trustee; and all other entities specified in Local Rule 1204 (a):
- 1. General Motors Acceptance Corporation, ("GMAC") a secured creditor in this Chapter 13 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.
- 2. The Court will hold a hearing on this motion on October 28, 2004, at 2:00 p.m., before the Honorable Robert J. Kressel, United States Bankruptcy Judge, in Courtroom No. 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415.
- 3. Any response to this motion must be filed and delivered not later than October 25, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than October 19, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

COUNT I

- 4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 13 case was filed on August 19, 2004. The case is now pending in this Court.
- 5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtors as defined below.
- 6. On October 31, 2001, the debtors, Roger Strandmark and Arlene Strandmark, executed a promissory note and security agreement in favor of GMAC, in the original principal amount of \$30,494.00, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, a 2002 Chevrolet Avalanche, VIN # 3GNEK13T92G175302. Proof of perfection of the security interest of GMAC is attached hereto as **Exhibit "B"**.
- 7. The promissory note is in default for failure to make payments when due since July 2004, a delinquency in the approximate amount of \$1,725.63. As of August 19, 2004, the amount due was a payoff balance of approximately \$17,025.14. On information and belief, the value of the vehicle is \$24,975.00.

- 8. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.
- 9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:
- a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of GMAC continues to depreciate and decline in value;
 - c. The debtors have stopped making payments to GMAC, and
 - d. Debtors' Plan fails to provide for GMAC's claim.
- 10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtors have no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 13 proceeding.

11. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by J. Wood, or some other representative of the Movant, General Motors Acceptance Corporation.

WHEREFORE, GMAC requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest described above, and for such other and further relief as the court deems just and equitable under the circumstances.

COUNT II

- 12. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 13 case was filed on August 19, 2004. The case is now pending in this Court.
- 13. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtors as defined below.
- 14. On October 31, 2001, the debtors, Roger Strandmark and Arlene Strandmark, executed a promissory note and security agreement in favor of GMAC, in the original principal amount of \$34,150.81, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "C"**. Security for the promissory note consists of a security interest in a motor vehicle, a 2002 Chevrolet Avalanche, VIN # 3GNEK13T22G183824. Proof of perfection of the security interest of GMAC is attached hereto as **Exhibit "D"**.

- 15. The promissory note is in default for failure to make payments when due since July 2004, a delinquency in the approximate amount of \$1,932.57. As of August 19, 2004, the amount due was a payoff balance of approximately \$19,065.64. On information and belief, the value of the vehicle is \$24,975.00.
- 16. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.
- 17. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:
- a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;
- b. The vehicle subject to the security interest of GMAC continues to depreciate and decline in value;
 - c. The debtors have stopped making payments to GMAC, and
 - d. Debtors' Plan fails to provide for payment on GMAC's claim.
- 18. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtors have no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 13 proceeding.

19. If any testimony is necessary on any of the facts relative to this motion, testimony

will be given by J. Wood, or some other representative of the Movant, General Motors

Acceptance Corporation.

WHEREFORE, GMAC requests entry of an Order granting the relief from the automatic

stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest described

above, and for such other and further relief as the court deems just and equitable under the

circumstances.

Dated: September 28, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140 7700 Bonhomme Ave., 7th Floor St. Louis, MO 63105

(314) 727-0101

FAX (314) 727-1086

Attorneys for GMAC

Case No. 04-44643 RJK Chapter 13

In Re:

Roger Alan Strandmark and Arlene F. Strandmark,

Debtors.

MEMORANDUM OF LAW

INTRODUCTION

General Motors Acceptance Corporation, ("GMAC") has made a motion for relief from the automatic stay. GMAC incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There are two loans that are the subject of this motion secured by security interests in the motor vehicles. The loans are in default for failure to make payments when due and Debtors' Plan fails to provide for GMAC's claim. GMAC seeks relief from the automatic stay to foreclose its personal property security interest.

ARGUMENT

Pursuant to 11 U.S.C. § 362(d)(1), a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. The motion, filed by GMAC, for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the motion. In the aggregate, these circumstances demonstrate cause for relief from the automatic stay. <u>United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In re</u>

Timbers of Innwood Assoc. Ltd), 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle that is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. §362(d)(2). **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

CONCLUSION

Based on the foregoing, GMAC requests that the Court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. §362(a) to permit GMAC to enforce and foreclose its personal property security interest.

DATED: September 28, 2004

RIEZMAN BERGER, P.C.

/e/ Marilyn J. Washburn

Marilyn J. Washburn, #0324140 7700 Bonhomme Ave., 7th Floor St. Louis, MO 63105 (314) 727-0101 FAX (314) 727-1086 Attorneys for GMAC

Case No. 04-44643 RJK Chapter 13

Roger Alan Strandmark and Arlene F. Strandmark,

In Re:

Debtors.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme Avenue, 7th Floor, St. Louis, Missouri 63105, declares that on the date stated below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law** and **Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor) Roger Alan Strandmark 10105 99th Ave. North Maple Grove, MN 55369

(Debtor) Arlene F. Strandmark 10105 99th Ave. North Maple Grove, MN 55369

(Debtor's Attorney) William A. Vincent 17736 Excelsior Blvd. Minnetonka, MN 55345 (Chapter 13 Trustee)
Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

Office of the U.S. Trustee 1015 U.S. Courthouse 300 South 4th Street Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: September 28, 2004

Signed: /e/Marilyn J. Washburn

In Re: Roger Alan Strandmark and Arlene F. Strandmark,	Case No. 04-44643 RJK Chapter 13
Debtors.	
ORDER	
The above entitled matter before the Court for	hearing on, 2004, on
the motion of General Motors Acceptance Corporation	n ("GMAC"), seeking relief from the
automatic stay of 11 U.S.C. § 362(a). Appearances an	re as noted in the Court's record.
Based on the proceedings had on said date, the	statement of counsel and all the files and
records herein, the Court now find that cause exists er	atitling GMAC to relief from the automatic
stay.	
NOW, THEREFORE, IT IS HEREBY ORD	ERED that:
1. The automatic stay is immediately term	ninated as to GMAC and GMAC is
authorized to proceed with its legal remedies according	g to state law as to the subject motor
vehicles,	
2002 Chevrolet Avalanche, VIN # 3G	NEK13T92G175302
2002 Chevrolet Avalanche, VIN # 3GN	NEK13T22G183824.
2. Notwithstanding Fed. R. Bankr. P. 400	1(a)(3), this Order is effective
immediately.	
DATED at Minneapolis, Minnesota, this	day of, 2004.
В	Y THE COURT:
	obert J. Kressel Inited States Bankruptcy Judge

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Creditor (Seller Name and Address)

MIDWAY CHEVROLET, INC. 1389 UNIVERSITY AVENUE ST PAUL NN 55164

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EXHIBIT

OTHER INPORTANTAGREEMENTS

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Late Peyments and Early Payments. The amounts shown on the front of this contract for the Finance Cherge, Total of Payments and the Steal Sale Price are based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Steal of Payments and Total Sale Price will be more if you pay late and less it you pay early. If all your scheduled payments are squal, changes will lake therm of more or fewer payments of the same amount, with a smaller lineal payment. If your final scheduled payment is larger than your payments are considered payments, changes will lake the form of a larger or smaller final payment. The Carolidad payment, and you a notice before the dead so it he final scheduled payment. The notice will show the amount of the unpell belance and the new phyment exhedule.

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Owhership and Risk of Lose. You agree to pay the Creditor all you are under this contract even if the vehicle is damaged, deserved or missing. You agree not to remove the vehicle from the United States or Canada or to sell, rest, loses or othereise brantler any internation the vehicle or this contract without the Creditor's written permission, you agree not so expose the vehicle to missing, occurre, or conflictation, or other involuntary transfer, even if the vehicle was not the subject of judical or edministrative action. You will make sure the Creditor's security inderset (lien) on the vehicle is shown on the title. If the Creditor pays any report bills, storage bills, taxes, lines on the value, you agree to repay the amount when the Creditor pairs for it.

Security Interest. You give the Craditor is assurity interest in (t) the vehicle being purchased, (2) any accessorios, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for service contracts enterned in the Craditor, (4) any proceeds of insurance postices or service; contracts in the vehicle, and (5) any proceeds of seurance postices or your list or health that are lineared in this contract. This secures payment of all amounts you one in this contract and in any transfer, proceed, patientier or sestigning in of this contract, it also secures your other agreements in this contract. 100 per 52 354

Prepayment. You may propay the unpaid balance of the Ameur Pinerced in full or in part at any time without persety, if you do so, you must pay the carried and unpaid part of the Pinerce Charge and all other mounts due up to the date of payment.

Required Physics i Demage Insurance, You agros to have objected damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both title interact of you and the Creditor in the vehicle, then the Creditor may buy it may the little Creditor does not buy physical damage insurance which covers both interacts in the vehicle, it may, if it decides, buy stagrance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buye either of these powerages, it will be you know what type it is and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the Annual Percentage Rate shows on the front of this constract. You agree to pay the charge in ourself installments along with the payments shown on the payment achacule.

Optional issurance or Service Coatracts. This contract may contain charges for optional incurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain solunds for unexmed charges.

traumines or Service Contract Chergiei Returned to Chediat. If any charge for required insummes is returned to the Orodiat it may be endited to your account or used to buy similar insurance or insurance which covers only the Crediatr's interest in the whites. Any start on optional insurance or service corpucts obtained by that Crediatr will be chediately to your account. You will be notified of what is done.

Required Repayment in Putil Sefore the Scheduled Deta. If you list to pay any payment when due; if a proceeding in bankruptor, receive station or inschange is started by you or against you or your property; or if you brook any of the grecomerals in this contract (default), the Creditor can demand that you pay all you ove on this contract default), the Creditor can demand that you pay all you ove on this contract at once (tot) just pest due payments. The amounts you we will be the unpath between of the Amount Pinanced plus the service and uniqued part of the Frischot Charge, and any amounts due because you did not lesso pointent promises.

SCOS STATE TOWN

Repossession of the Vehicle for Folium to Pay. Repossession means that, if you real to pay eccording to the payment schedule of if you break any of the agreements in the context (default). The Creditor can late your lake the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, as long as it is done passeshally there is any personal property in the vehicle, such as abolding to Creditor can store it for you. Any accessories, equipment or replacement party will remain with the vehicle.

 $(g_{k}) \mapsto (g_{k} \oplus g_{k})^{-1} \mathcal{I}$

Catting the Vehicle Back After Reposassion. If the Creditor reposassions the vehicle, you have the right to get it back (redeem) by paying the sentile amount you owe on the contract (not just past due payments). The arrount you over will be the unpaid believe of the Amount Reposal the strong the same and unpaid part of the Finance Charge, and all other amounts due. Including the cost of taking and storing the vehicle and other expenses that the Selfer or the Creditor has had. To must also care any default in addition to nonpayment of what you owe. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle, The Creditor will sand you a written folice of sale at least 10 days before saling the vehicle. If you do not redeem the vehicle by the date on the reduce, the Creditor and selfs. The Creditor will use the net proceeds of the sale to pay all or part of your

The net proceeds of sale will be lighted this way: Any charges for taking and storing the vehicle, cleaning and enverteing etc., and any attention less and count costs will be subtracted from the saling price.

If you and the Creditor less than the not proceeds of sale, the Creditor will pay you the difference, unless required to pay it to example, the Creditor may be required to pay a tender who has given you if loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the not proceeds of sale and what you owe whan the Creditor asks for it. If you do not pay this amount, when asked you may also be charged this rest, ask to this past alwald reliability you do pay all you owe to the Creditor.

pay all you owe to the Creditor.

Costestion Costs. If the Creditor hips an amorney to collect what you must you will pay the atterney's reasonable (se and any court costs. The Collection Coals. If the Crowns repeable ice and any court or owe; you will pay the atterney's reasonable ice and any court or prioring's fee will not exceed 15% of the amount that you own.

Delay in Enforcing Rights and Changes of this Contract. The Creditor can delay or retrain from enterprise any of its rights under this contract without loans from. For exemple, the Condum can waden the time or making some payments without extending sitess. Any change in terms of this contract must be in writing and signed by the Creditor. No one's changes are bridged, lawy part of this contract is not valid, all other parts will remain orderceable.

Warronius Seller Diacialma, You understand that the Seller is not offering any warranties and that there are no implied warrandos of merchaniability, of farces for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle unless the Seller extends a written warranty or service control within 90 days from the date of this combiect.

The foregoing discisimer of implied warranties does not apply if the contract dovers a new value that was obtained primarily for personal use unleas you were informed in writing prior to signing this contract, that the vehicle was sold on an "as is" or "with all butter" basis and that you bear the entity right as to the quality and performance of the vehicle.

An implied warranty of merchantability generally means that the vehicle is it in the ordinary purpose for which such vehicles are generally used. A warranty in the control of these for a particular purpose is a warranty in at may arise when the Seler has reason to know the particular purpose for which vehicle and you tely on the Seler's akili or judgment to furnish a suitable vehicle.

This provision does not affect any warraniles covering the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyers Guide. The Information you see on the window form for this vehicle is part of this contract. Information on the window form oversides any contrary provisions in the contract of sale.

Motion of Substitution of Contract. If Selier obtained this Vehicle from General Motions Corporation (GM) on Instalment credit terms, this contract will be substituted by Selier for and replace the Selier's children to be substituted by Selier for and replace the Selier's children will not only gM but on the vehicles you are punchasing. This substitution will not change the amount you have agreed to pay the Selier, the payment schools, the finance charge or arry of your rights and dudes for this purchase. The learns of lith contract sel forth your entire and only obtication to Selier, GM, or any other halder of this contract.

Linker Buddiff ad thi NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DESTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOVERY HEREUNDER BY THE DESTOR SHALL NOT EXCEED AGAINST BATTLE REPORT RECOVERY HEREUNDER BY THE DESTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DESTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, super will not ease applies any subsequent holder or susigned or this contract any elaims or detentes the purphy debt of equipment abtained under this contract. The contract of the vehicle of equipment abtained under this contract. The contract of the vehicle of equipment abtained under this contract.

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If the vehicle is lost or damaged, you agree that the Creditor can use any instrance seldement either to repair the vehicle or to apply to your debt.

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MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST. ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

First Class
U.S. Postage
PAID
Permit No. 171
St. Paul MN

ECHD WALL SYS INC

10550 CO RD 81 #210 MAPLE GROVE MN 55369

STRANDMARK ROGER ALAN

702 CHEV CWAVL C0100P119
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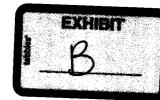
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1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse side of this form for removing this lien

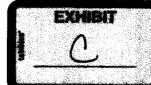
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OTHER MIPORTANT AGRESSMENTS

Finance Charge. The Finance Charge is figured on a daily bask at the Annual Percentage Rate on the unpaid belance of the Amount Financed. The Creditor will apply each payment that to the seried and unpaid part of the Finance Charge, and then to the unpaid belance of the Amount Finance.

Late Psyments and Early Paysenia. The amounts shown on the from of the postract for the Finance Charge. Rotal of Payments and the Rotal Sale Price are based on the assumption treat you will make when you pay the first shown you have not been and to be from the day in it due, Your Philadhoe Charge, Rotal of Payments and Iosal Sale Price will be more if you pay table and tose if you pay early if ell your achievation payments or due, or engages will also the torse of more of rever payments of the same expount, with a smaller first payment. If your first a should be payment as exposure, which a smaller first payments, chargest will take the form of a larger or smaller first payments. The Creditor will sand you a nable before the due date of the first achteduled payment. The notice will show the amount of the unpaid before pand the new payment acheduler.

Emount of the unpass basines and the new payment scheduler.
Ownership and Riels of Lose, You agree to pay the Craditor all you obe under this contract even it the vehicle is damaged, destroyed or relevant, You agree not to reprove the vehicle from the United States or Canada or to sed, rent, tasse or otherwise traveter any interest in the vehicle or this contract without the Craditor's writers permission. You agree to to septem the vehicle or this contract without the Craditor's writers permission. You agree to the vehicle was not the substant, or other involuntery transfer, event if the vehicle was not the substant of judgate or administrative action. You will make sure the Craditor's accordity interest (lend) on the vehicle is shown on the till. If the Craditor pays any regard tale, storage bills, storage bills, storage bills, storage that, storage that, storage that, storage that, storage that cannot be charged on the vehicle, you agree to repay the amount when the Craditor acts for it.

Recently Interest. You give the Creditor electricity interest in (1) the white being purchased, (2) any accessories, equipment and replacement para installed in the vehicle, (6) any insurance prentiums and of purges for service contracts returned to the Creditor, (4) any proceeds of insurance positios or service contracts on the vehicle, and (5) any proceeds of insurance positios or your lite or health that are financed in this contract. The secures payment of all amounts you over the contract and only prentic, returned, asters, can designment of this contract. It also secures your other agreements in this contract.

Proper mont. You may propay the Unpaid balance of the Amount Financial in full or in portal any life will hout penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of payment. ₩ **5**3 . ₹1

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage in the vehicle for the term of ship common. At any time during the term of this contract, if you do not have physical damage insurance which solvers both the interest of you and the Cheditor in the vehicle, then the Cheditor may buy it for you. If no Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers both each ship Creditor to the covers of the physical damage.

The Crackton is under no obligation to buy any insurance, but may do so it it desires. If the Crackton buys either of these sowerages, it was set you know what type it is and the charge you must pay. The charge will be for privation for the insurance and a finance charge at the Annual Parceptage Rate shower on the first of this content, you agree to the charge in equal tratefriends along with the payments shown on the payments shown on the payments shown on the

if the vehicle is lost or demaged, you agree that the Creditor can use any insurance sattlement either to repair the vehicle arto apply to your debt.

Optioned insurance or Service Contracts. This contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Croditor may claim benefits under those contracts and terminate from to obtain returned for unasimed charges.

Insurance or Service Contract Charges Relationed to Creditor. If any charge for required Insurance is returned to the Creditor, it may be credited to your ecount or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any election optional insurance or service contracts obtained by the Creditor will be credited to your ecount. You will be notified at what is done.

to your eccession was the settlement of the Scheduled Date. If you tall to pay any payment when due, it is proceeding in bankrupicy, reclaimed hip or insolveroy is started by you or against you or your property; or if you brook any of the agreements in this contract (details), in or Golder can demand that you pay all you was on this contact at once that just past due payments. It is sometime, the supple desires of the Arrouni Prinsnood plus the earned and unpud part of the Prinsnood Charge, and any pursuants due because you did not loop contact promises.

Representation of the Vahicle for Fellium to Pay. Repossession means that, if you tall to pay according to the payment schedule crit you breek any of the agreements in this continuit (defeate), the Creditor can enter your property or the property where it is stored, so long as it is done patiently. If there is any parsonal property in the vehicle such excited such as chird, in the contract of the property where it is stored, so long as it is done patiently. If there is any parsonal property in the vehicle, such exciteding the Creditor can store it for you. Any accessories, equipment or replacedior can store II for you. Any

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Cepting the Vehicle Back After Repossassion. If the Creditor repos-serses the vehicle, you have the right to get it back (season) by paying the entire amount you were on the context (not just past due payments). The amount you were the per or where the part of the Amount interced place the grown and unpaid part of the Finance Of the Amount interced place (out, including the cost of taking and starting the vehicle and other expenses that the Selfer or the Creditor has had, but must also dure any oftensit in addition to nerpayment of what you one. Your right to redeem well end when the vehicle is sold.

Sale of the Represented Vehicle. The Creditor will send you a written notice of spin at least 10 days before painting the Vehicle, if you do not represent the vehicle by the date on the notice, the Creditor can self. If the Creditor will use the not proceeds of the sale to pay all or part of your

The net proceeds of selfs will be figured this way: Any charges for hiding and storing the vehicle, closeing and soverlicing etc., and my alterney less and court costs will be subtracted from the selfing price.

If you got the Creditor less then the net proceeds of sale, the Creditor will pay you the difference, unloss required to pay it to compare when For example, the Creditor may be required to pay it to compare when has given you it loan and what taken a security interest in the vehicle.

If you owe more than the not proceed of sale, you will pay the Craditor the difference between the not proceeds of sale and what you owe when the Oreditor sales for it. If you do not pay this empower when the Oreditor sales for it. If you do not pay this empower when sales you may spec to changed interest at the highest tender right until you do pay all you owe to the Creditor.

Optimization Coete, if the Credion hines are atterney to collect what you own, you will pay the atterney's reasonable fee and any coun costs. The atterney's reasonable fee and any coun costs. The atterney's rea will not exceed 19% of the atterney's rea will not exceed 19% of the atterney that you own.

Detay in Enforcing Flights and Changes of this Contract. The Cradi-tor can delay or retrain from entipology any of its rights under this con-tract without localing them. For exemple, the Creditor can extend the time for making some payments without exempting climes. Any change in terms of this contract must be in writing end signed by the Creditor. No oral changes are binding, if any part of this contract is not valid, all other parts will remain enforceable.

parts will remain shinoreasons. You understand that the Solier is not offering any werrantics and that there she he implied werrantics of membrahability, of threes for a particular purpose, or any other werranties, segress or implied by the Seler, covering the veri-cle unless the Seler sustants a written earning or service con-tract which 98 days from the date of this conferent; casely if

the contract would be from the date of this contract.

The Scregoling discisiting of implied warranties does not apply it like contract covers or new vehicle that was abitings primarily ter personal use unless you were informed in writing prior to signing this contract that the value was gold on an "as fe" or with all faults" busis and thus you bear the entick-risk up to the quality and performance of the vahidle.

An implied warranty of merchantability generally means that the vahicle affilior his ordinary purpose for which such vahicles are generally used. A warranty of throse for a particular purpose to a warranty that way write whom the Seller has reason to know the particular purpose for which the seller has reason to know the particular purpose for which require the vehicle and you rely on the Seller's sold or judgment to furnish a sultable vahicles.

This provision does not affect any warrantes covering the venicle which may be provided by the vehicle manufactures.

Upped Car Buyers Guide. The information you use on the window form for this vehicle is part of this control. Information on this window form everyides any continuty provisions in the constraint of sale.

Notice of Substitution of Contract. It Sefer obtained this whicle from Seneral Monars Corporation (GM) or instalment credit terms, this contract will be substituted by Selfer for and replace the Selfer is obtained with the whitch you are purchasing. This substitution will not change the amount-you have agreed to pay the Selfer, the payment on change the amount-you have agreed to pay the Selfer, the payment act actual is the transite princip or any of your rights and duties for this purphase. The large of whis contract set forth your entire and only obsigation to Selfer, SAL, or any other holder of this contract.

25%EK.275691836Ew THE REPARTSON OFFERENCE TECHNICATES THE SELECTION AND DEFENSES WHICH NOTICE: ANY HOLDER-OWNERS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL'CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSEMT AGAINST THE SELEN OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOR RECOVERY MEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other organic, purpor will not assert against any purposediant holder or assignee of this contract any claims undertakes the Buyer (deploy) may have generally application or application of the vehicle or equipment obtained under this contract.

2.20; [NICESTIV 012.0]

2.20; [NICESTIV 012.0]

B D EXHIBIT

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
45 MINNESOTA ST , ST PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

ECHO WALL SYS INC

10550 CO RD 81 #210 MAPLE GROVE MN 55369

STRANDMARK ROGER ALAN

350EK13T22G183824 Security Date 1 Page 120

Permit No 171 St Paul, MN

First Class
U.S. Postage
PAID

HDB123

1ST SECURED PARTY

LIEN HOLDER

RETAIN THIS DOCUMENT - See reverse side of this form for removing this lien

GMAC PO BOX 8122 COCKEYSVILLE MD 21030-8122

In re:

Chapter 13

Roger Alan Strandmark & Arlene Frances Strandmark,

Bky. No. 04-44643-RJK

Debtor(s).

Affidavit of J. Wood

- I, J. Wood, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:
- 1. General Motors Acceptance Corporation has a security interest in the following (the "Collateral"):

N02 CHEVAVALANCHE VIN/HIN: 3GNEK13T92G175302.

- 2. \$17,025.14 is the outstanding balance under the contract as of September 15, 2004.
- 3. \$1,725.63 is the amount of the existing delinquency under the contract.
- 4. \$24,975.00 is the fair market value of the Collateral.
- 5. Yes Appropriate insurance has been verified.
- 6. 1725.43 is the payment default under the Chapter 13 Plan.

Further your affiant sayeth not.

Dated:

9/15/2004

Bankruptcy Specialist

General Motors Acceptance Corporation

Subscribed and sworn to before me on September 15, 2004

W

I RACI L. KLISCH
Notary Public
Minnesota
My Commission Expires Jan. 31, 2005

In re:

Chapter 13

Roger Alan Strandmark & Arlene Frances Strandmark,

Bky. No. 04-44643-RJK

Debtor(s).

Affidavit of J. Wood

- I, J. Wood, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:
- 1. General Motors Acceptance Corporation has a security interest in the following (the "Collateral"):

N02 CHEVAVALANCHE VIN/HIN: 3GNEK13T22G183824.

- 2. <u>\$19,065.64</u> is the outstanding balance under the contract as of September 15, 2004.
- 3. \$1,932.57 is the amount of the existing delinquency under the contract.
- 4. \$24,975.00 is the fair market value of the Collateral.
- 5. Yes Appropriate insurance has been verified.
- 6. 1932.57 is the payment default under the Chapter 13 Plan.

Further your affiant sayeth not.

Dated:

9/15/2004

J./Wood

Bankruptcy Specialist

Subscribed and sworn to before me on General Motors Acceptance Corporation

September 15, 2004

Notary

TRACI L. KLISCH
Notary Public
Minnesota
Ny Damisisto Emires Jan 31 2005